

NOTIFICATION OF ADDENDUM

ADDENDUM NO. 1

DATED 7/22/2014

Control	0092-14-083, ETC.
Project	NH 1402(023)
Highway	IH 345, ETC.
County	DALLAS

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: NH 1402(023)

CONTROL: 0092-14-083

COUNTY: DALLAS

LETTING: 08/05/2014

REFERENCE NO: 0722

PROPOSAL ADDENDUMS

_ PROPOSAL COVER

_ BID INSERTS (SH. NO.:

_ GENERAL NOTES (SH. NO.:

X SPEC LIST (SH. NO.: 2-2

X SPECIAL PROVISIONS:

ADDED: 007--1220

DELETED: 007--1217

_ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

X OTHER: Plan Sheet

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

SHEET 2-2: ADDED SP 007-1220

_____DELETED SP 007-1217

PLAN SHEET 89 IS REPLACED

CONTROL : 0092-14-083, ETC
PROJECT : NH 1402(023)
HIGHWAY : IH 345, ETC
COUNTY : DALLAS

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF
----- TRANSPORTATION JUNE 1, 2004.
STANDARD SPECIFICATIONS ARE INCORPORATED
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 429 CONCRETE STRUCTURE REPAIR (420)(421)(431)(440)
ITEM 454 BRIDGE EXPANSION JOINTS (429)(442)
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 784 REPAIRING STEEL BRIDGE MEMBERS (421)(441)(442)(446)(447)
(448)(780)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED
HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS
(FORM FHWA 1273, MAY, 2012)

WAGE RATES

SPECIAL PROVISION "NOTICE TO ALL BIDDERS" (000---003)
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000---004)
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS" (000---006)
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"
(000---009)
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"
(000---011)
SPECIAL PROVISION "NOTICE OF CHANGES TO U.S. DEPARTMENT OF LABOR
REQUIRED PAYROLL INFORMATION" (000--1483)
SPECIAL PROVISION "ON-THE-JOB TRAINING PROGRAM" (000--2638)
SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID

CONTRACTS" (000--1966)
 SPECIAL PROVISION "PARTNERING" (000--2329)
 SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--2332)
 SPECIAL PROVISION "NONDISCRIMINATION" (000--2607)
 SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000--2839)
 SPECIAL PROVISION TO ITEM 1 (001---015)
 SPECIAL PROVISION TO ITEM 2 (002---017)
 SPECIAL PROVISION TO ITEM 3 (003---033)
 SPECIAL PROVISION TO ITEM 4 (004---017)
 SPECIAL PROVISION TO ITEM 5 (005---004)
 SPECIAL PROVISIONS TO ITEM 6 (006---030)(006---047)
 SPECIAL PROVISIONS TO ITEM 7 (007---918)(007--1220)
 SPECIAL PROVISION TO ITEM 8 (008---119)
 SPECIAL PROVISIONS TO ITEM 9 (009---009)(009---015)
 SPECIAL PROVISION TO ITEM 420 (420---002)
 SPECIAL PROVISION TO ITEM 421 (421---035)
 SPECIAL PROVISION TO ITEM 429 (429---008)
 SPECIAL PROVISION TO ITEM 431 (431---001)
 SPECIAL PROVISION TO ITEM 440 (440---006)
 SPECIAL PROVISION TO ITEM 441 (441---008)
 SPECIAL PROVISION TO ITEM 442 (442---016)
 SPECIAL PROVISION TO ITEM 447 (447---002)
 SPECIAL PROVISION TO ITEM 448 (448---002)
 SPECIAL PROVISION TO ITEM 454 (454---003)
 SPECIAL PROVISION TO ITEM 500 (500---011)
 SPECIAL PROVISION TO ITEM 502 (502---033)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 1122 (1122--002)
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 6834 (6834--002)

SPECIAL SPECIFICATIONS:

ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
 CONTROLS
 ITEM 6834 PORTABLE CHANGEABLE MESSAGE SIGN

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
 ----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
 PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-
 LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL
 PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-
 CATIONS FOR THIS PROJECT.

SPECIAL PROVISION

007---1220

Legal Relations and Responsibilities

For this project, Item 007, “Legal Relations and Responsibilities,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 7.4. Insurance and Bonds is supplemented by the following:

Comply with the additional insurance requirements and other conditions set forth herein.

- The Contractor shall obtain additional insurance coverage in the following types and amounts as shown in Table 2. Provide certification of the Workers Compensation, Commercial General Liability, Business Automobile, and Protective Liability policies to the Department and the Railroad Company.
- Do not work on the Railroad Company's property until the Department and the Railroad have been provided the insurance certificates and original policies required in Table 2.
- Policies issued for Railroad Protective Liability coverage listed in Table 2 must be issued for and on behalf of the Railroad. Maintain the Railroad Protective Liability insurance until all work on the railroad right of way has been completed. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

Table 2
Additional Insurance Requirements

Type of Insurance	Amount of Coverage(minimum)
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$2,000,000
Business Automobile	\$2,000,000 combined single limit
Railroad Protective Liability:	\$2,000,000 / \$6,000,000

- Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.
- Stop all work if any of the insurance lapses for any reason. Should any coverage lapse, provide the Department and the Railroad with new certificates and new policies of the insurance.
- No direct compensation will be made to the Contractor for providing the insurance policies required herein as the costs involved shall be included in the unit prices bid for the several pay items of the proposal.

- The corporate name and address of the Railroad Company in whose name the Railroad(s) Protective Liability Policy is to be issued, is as follows:

Dallas Area Rapid Transit
Attention: Commuter Rail & Railroad Management
P. O. Box 660163
Dallas, Texas 75266-7210

The estimated cost of the work to be performed by the Contractor within 50 feet of the operating track or tracks is eight (8.0%) percent of the estimated contract cost for:

- Dallas Area Rapid Transit (DART) Light Rail Transit
- At IH 345 S/B Overpass in Dallas (near DOT No. 928 407H)
- At IH 345 N/B Overpass in Dallas (near DOT No. 928 407P)
- There are (116) regularly scheduled train movements and (0) switching train movements at this location.

Article 7.16. Work Near Railroads is supplemented by the following.

- **Dallas Area Rapid Transit (DART)** requires the Contractor to comply with specified conditions and obligations prior to performing any work within DART right of way as set forth. The Contractor shall comply with the insurance requirements and other conditions as set forth by DART (e.g., flagging of train traffic). Any costs and fees that may be incurred by the Contractor to meet the requirements identified herein will be considered subsidiary to the various bid items.
- The State's Contractor is required to execute DART Contractor's Construction and Right of Entry Agreement prior to performing any work within DART right of way. A sample version of DART's Contractor Construction and Right of Entry Agreement is attached to this special provision.
- The State's Contractor is required to attend DART's Light Rail Worker Protection Program (LRWPP) training and Track Allocation Meeting (held every Wednesday) prior to performing work within the DART right of way. To schedule the LRWPP training, please contact David Hobden at (214) 928-6010. To attend Track Allocation meeting, please complete DART's Track Allocation Request application, a sample attached to this special provision below, and forward to the e-mail and fax number as indicated on the second page of the application. The form must be submitted by the Tuesday prior to Wednesday meeting.
- The estimated time frame for work to be performed in DART's right of way is a maximum of ten (10) days. The estimated cost of flagging for this work is \$800.00 per day to be paid for by the State, not the State's Contractor.
- To arrange for flagging needs, please coordinate with the DART representative mentioned below:

DART's Representative Contact Information for Flagging & Right of Entry:

**Ms. Leticia Delgado
Property and Utility Management
Dallas Area Rapid Transit
PO Box 660163
Dallas, Texas 75266-7210
Telephone: 214.749.2633
Fax: 214.749.3671
Email: LDelgado@dart.org**

**SAMPLE TRACK ALLOCATION APPLICATION
NOT FOR USE**

TRACK ALLOCATION REQUEST FORM

Company name _____ Date _____ Name _____

_____ (Person making the request) Telephone: _____

Office _____ Cell _____ Fax _____

Date (s) _____ to _____

Time of day _____ to _____

Flag person /Escort: YES /NO? (All work within 15ft of tracks requires a Flagger)

Work location _____

Describe in detail what type of work will be performed: _____

Catenary wire de-energized: Yes /No?

Crew size and equipment on worksite (i.e. Ladders, High-rail vehicle, Crane)

Track allocation contact numbers and email information

All FAX requests are due by Tuesday 12:00pm the day before the actual track allocation meeting on Wednesdays at 2:00pm. Failure to do so will result in possible work delays and a lower priority level for your work request.

Fax 214-928-6351

Email:

Wjohnsto@Dart.org

[g](mailto:gAtorres@Dart.Org)

Atorres@Dart.Org

Xharrell@dart.org

CC:

Phamilto@Dart.org

Note: All information must be submitted on the Dart Track Allocation Form by FAX or e-mail.

**SAMPLE RIGHT OF ENTRY
NOT FOR USE**

AGREEMENT No. _____

**STANDARD CONSTRUCTION AGREEMENT
AND CONTRACTOR'S RIGHT OF ENTRY**

THIS AGREEMENT ("Agreement"), by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority created and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and _____, hereinafter called "Contractor", whose mailing address is _____.

W I T N E S S E T H:

1. For the period not to extend beyond _____, 2014, DART hereby permits Contractor to enter upon the property of DART on a tract of right of way of _____ Texas. The contractor's entrance is necessary in connection with the installation of one overhead fiber optic cable within a _____, to be attached to the underside of the _____ over DART Premises by Contractor under agreement between Contractor and Texas Department of Transportation, a Department of the State of Texas, (the "Contract"), and for no other purpose. Contractor understands that the Contract and all work to be performed thereunder is subject to the terms and conditions contained in License Agreement No. _____, dated the ____ day of _____, 2014, agreed to by the Texas Department of Transportation and DART, which is incorporated herein by reference.
2. As consideration for the right of entry granted herein, Contractor agrees to:
 - (a) Perform that portion of the work on DART premises, in accordance with plans and specifications approved by DART and by any railroad company which may be operating on DART property in the vicinity of the work to be performed ("Railroad" whether one or more) in such manner and at such times as shall not endanger or interfere with DART's or Railroad's representatives. Contractor shall submit to DART and Railroad, for approval, all construction details, falsework and other incidentals not detailed in plans, insofar as they affect DART. Contractor's work should not cause flooding on DART's right-of-way or easement.
 - (b) Maintain, at State's expense, competent flagmen to protect and control movement of vehicles and equipment of Contractor while upon DART premises.
 - (c) Notify DART and Railroad at least five (5) working days before commencing work on DART premises and within five (5) working days after such work is completed.
 - (d) Keep all equipment; tools and materials stored at least fifteen (15) feet from the centerline of any operable track. Explosives or other highly inflammable substances or any hazardous materials regulated pursuant to federal or state regulation will not be stored on DART premises without the prior approval of DART's representative.

- (e) Remove all of Contractor's tools, equipment and materials from DART premises promptly upon completion of work, restoring DART premises to the same state and condition as when Contractor entered thereon.
 - (f) The State shall reimburse DART and Railroad for all costs and expense incurred by DART and/or Railroad in connection with said work, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as DART and Railroad deem necessary, the installation and removal of falsework beneath tracks, and restoration of DART's property to the same condition as when Contractor entered thereon, or to a condition satisfactory to DART's representative.
 - (g) Remove any lien against DART's property arising from performance of work hereunder by Contractor or any subcontractor.
 - (h) Within thirty (30) days of completion of work, Contractor shall furnish to DART Real Estate Division three (3) copies of final **as-built** drawings acceptable to DART.
 - (i) Coordinate with DART Operations Department Track Allocation Program for all work on, under, or above the DART right-of-way as follows:
 - (1) The Contractor will provide a single point of contact to DART Operations. Track Allocation contact numbers and email information will be provided to Contractor.
 - (2) The Contractor is required to attend a weekly track allocation meeting to schedule work one week in advance. A Track Allocation meeting is held every Wednesday afternoon at 2:00 p.m. for the contractors to present their construction activity plans for work being performed within twenty (20) feet of and/or adjacent to the DART tracks. Review and approval of Contractor's plans by DART is mandatory prior to commencement of work in DART's right-of-way.
 - (3) Items that Contractor is required to present and have approved at track allocation meetings include:
 - A. Construction activities and schedule;
 - B. Truck/equipment usage;
 - C. Material deliveries;
 - D. Contractors needs for escorts, pilots and flaggers;
 - E. Approval to shut down any electrical panel which may affect safety or operational systems; and
 - F. Power outages to Overhead Catenary System (OCS)
3. **Contractor agrees to release, defend and indemnify DART and Railroad, from and against all loss, damage, claims, costs, expenses, including attorney's fees, and liability for bodily injury to or death of any persons and loss of or damage to any property and loss of use thereof (including but not limited to employees, subcontractors, agents, invitees and the property of each party hereto) arising out of or in any way connected with the work under said agreement upon or adjacent to DART property. In the event any part of the provisions of this section are determined by any statutory enactment or judicial decision to be void or unenforceable, then this section shall not fail in its entirety but will be enforceable to the extent permitted by law. For the purposes of this section, the term "Railroad" shall include any railroad company using DART property with DART's consent and any affiliate, subsidiary or lessor of DART.**
4. Prior to start of work or occupancy of premises under this agreement, Contractor agrees to procure and maintain at its sole cost and expense, the following types and amounts of insurance with an insurer or insurers and form satisfactory to DART:

Commercial general and automobile liability insurance with contractual liability endorsement and products and completed operations hazards included, which shall provide coverage for combined single limits of not less than \$2,000,000, as further outlined below.

All insurance coverages required by the attached agreement shall provide the following as a minimum standard:

(a) Commercial General Liability with Contractual Liability Endorsement.

-Combined single limit of at least \$2,000,000.

-DART, Railroad **and all affiliated companies and organizations** are named as additional insureds without any qualifications or restrictions.

-DART must have 30 days notice of cancellation or modification.

(b) Commercial Automobile Liability Policy

-Combined single limit of at least \$2 million.

-DART and Railroad are named as additional insured without any qualifications or restrictions.

-DART must have 30 days notice of cancellation or modification.

(c) Workers' Compensation Insurance

-Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this Agreement.

-Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.

-Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from DART and the Railroad.

(d) Contractor agrees to furnish DART Certificates of Insurance and copies of

Endorsements for Additional Insured, Waiver of Subrogation and Contractual

Liability Railroads (or, as and when DART may direct, copies of the actual

insurance policies) as evidence of the coverages outlined in (a), (b) and (c) above,

and this section (d). Approval will be expedited if all required coverages and the

following endorsements are included on the Certificates:

-Endorsement showing DART and its affiliate companies and organizations named as additional insureds. The certificate must specify that the

endorsement is applicable to the General Liability and Auto Liability Policies.

-Contractual liability endorsement.

-Endorsement removing exclusions from contractual liability coverage for operations within 50 feet of a railroad or the purchase of a Railroad Protective Liability Policy with limits of no less than \$2,000,000 per occurrence and \$6,000,000 aggregate.

-Endorsement removing exclusions for XCU hazards.

-Waiver of subrogation endorsement specific to Workers' Compensation.

5. All policies should contain a cross liability endorsement reading as follows:

"It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered by or in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy."

6. The permission herein given shall not be assigned by Contractor without the prior written consent of DART except in the case of subcontractors who shall be deemed agents of Contractor subject to the terms of this agreement.

7. No vehicular crossing over DART's track shall be installed or used by Contractor without prior written permission of DART.

8. At DART's or Railroad's request, Contractor shall remove from DART premises any employee of Contractor or any subcontractor who fails to conform to the instructions of DART's or Railroad's representatives in connection with work on DART premises, and any right of Contractor to enter upon DART premises shall be suspended until such request of DART or Railroad is met. Contractor shall indemnify DART and Railroad against any claim arising from the removal of any such employee from DART premises.

9. Company-issued photo identification is required of all contractors and subcontractors working on DART premises.

10. This agreement is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals this _____ day of _____, 2012.

DALLAS AREA RAPID TRANSIT

By _____
NORMA DE LA GARZA-NAVARRO
Vice President
Commuter Rail & Railroad Management

CONTRACTOR

By _____

By _____

Printed Name: _____

Title: _____